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17070068 82 003 Page 1 of 7  
2003-03-06 09:54:42  
Cook County Recorder 36.50

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THIS INSTRUMENT PREPARED BY:  
AND RECORD AND RETURN TO:



0030311851

Alvin J. Helfgot  
Deutsch, Levy & Engel, Chkd.  
225 W. Washington Street  
Suite 1700  
Chicago, IL 60606  
(312) 346-1460



COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
MARKHAM OFFICE  
For Recorder's Use Only

ADDRESS OF PROPERTIES:

Unit 1, 2013 N. Leavitt,  
Chicago, IL  
Unit 1, 2015 N. Leavitt  
Chicago, IL  
Unit 1, 2019 N. Leavitt  
Chicago, IL  
Unit 1, 2021 N. Leavitt  
Chicago, IL  
2151 W. McLean, Chicago, IL

PIN No.: 14-31-138-001-000

**AMENDMENT TO MORTGAGE, SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS AND LEASES**

7m

THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES ("Amendment"), is dated as of the 3rd day of March, 2003, by and between ART-MAN INVESTMENTS, LLC, an Illinois limited liability company ("Mortgagor") and THE PRIVATEBANK AND TRUST COMPANY ("Mortgagee").

**RECITALS**

WHEREAS, on or about November 1, 2002, Mortgagor provided an \$500,000.00 revolving line of credit (the "Loan") to Mortgagee evidenced by a Revolving Line of Credit Note payable to Mortgagee dated November 1, 2002 in the maximum principal amount of \$800,000.00 (the "Note"); and

WHEREAS, the Note was issued pursuant to the terms of a Loan Agreement dated November 1, 2002, by and among the Mortgagor, the members of Mortgagee (the "Guarantors") and Mortgagee (the "Loan Agreement"); and

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WHEREAS, the Note is secured by a certain Mortgage, Security Agreement and Assignment of Rents and Leases dated November 1, 2002 (the "Mortgage") executed by Mortgagor in favor of Mortgagee, and recorded with the Cook County Recorder of Deeds (the "Recorder") on November 5, 2002 as Document No. 0021217979, which Mortgage encumbers certain real estate located in Chicago, Cook County, Illinois (the "Mortgaged Premises"); and

WHEREAS, Mortgagor has requested that Mortgagee increase the maximum principal indebtedness evidenced by the Note to \$1,500,000; and

WHEREAS, Mortgagee is willing to extend the maturity of the Note and increase the Loan to \$1,500,000, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that the Mortgage is hereby amended as follows:

1. The foregoing recitals are hereby incorporated by this reference into this Amendment. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Instruments.

2. The lien of the Mortgage is hereby amended to include the additional real estate described on Exhibit "A" which is attached hereto and made a part hereof.

3. The definition of the "Note" in the Mortgage is hereby amended to mean that certain \$1,500,000 Amended and Restated Revolving Line of Credit Note of even date herewith, which Note is payable on or before February 28, 2004.

4. The following is added as subparagraph I (i) to the Granting Clauses in the Mortgage:

"All rights and easements, appurtenant to the Land and Improvements, the rights and easements for the benefit of said property set forth in the Declaration of Condominium Ownership recorded May 30, 2002, as Document No. 0020607033, as amended from time to time, as though the provisions of said Declaration were recited and stipulated at length herein;"

5. Section 4.2 of the Mortgage is hereby amended to provide that a copy of the notices to Mortgagee shall be given to:

Deutsch, Levy & Engel, Chtd.  
225 West Washington Street  
Suite 1700  
Chicago, IL 60606  
Attn: Alvin J. Helfgot  
Fax No.: (312) 346-1859

6. Section 4.10 of the Mortgage is hereby amended to provide that the maximum liabilities secured by the Mortgage, other than costs and expenses incurred in connection herewith, to exceed \$3,000,000.00.

7. Exhibit B of the Mortgage is hereby amended to add the following Permitted Encumbrance:

"5. All rights, easements, covenants, conditions, restrictions and reservations contained in the Declaration of Condominium Ownership recorded May 30, 2002 as Document No. 0020607033, as amended from time to time."

8. Nothing herein contained shall impair the Mortgage in any way, nor alter, waive, annul, vary, nor affect any provision or condition therein contained except as expressly herein provided, nor affect or impair any right, power or remedy of Mortgagee. It is the intention of the parties hereto that the terms and provisions of the Mortgage shall continue in full force and effect except as expressly modified in connection herewith.

9. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Mortgagor, and no notice of any extension, change, modification or amendment, made or claimed by Mortgagor shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

10. This Amendment shall be governed and construed in accordance with the laws of the State of Illinois.

11. This Amendment may be signed in one of more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ALL SIGNATURES ARE ON THE FOLLOWING PAGE**

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IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

ART-MAN INVESTMENTS, LLC, an Illinois limited liability corporation

By:

*[Handwritten signature]*

Printed Name and Title:

Jon Goldman, Member

THE PRIVATEBANK AND TRUST COMPANY

By:

*[Handwritten signature]*

Printed Name and Title:

ASSOCIATE MANAGING DIRECTOR

Property of Cook County Clerk's Office

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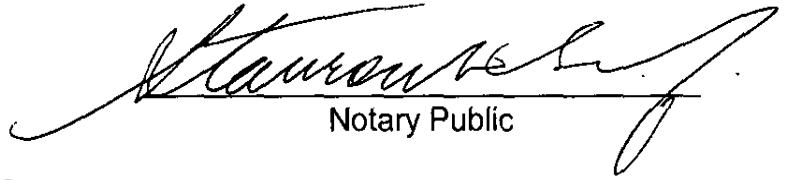
STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of March, 2003, before me personally appeared Jon Goldman, member  
(Name) (Title)

of Art-Man Investments, LLC., an Illinois limited liability company, to me known to be the same person who signed the foregoing instrument as his free act and deed as such for the use and purpose therein mentioned, and that the said instrument is the act and deed of said limited liability company.

WITNESS my signature and official seal at Chicago in the County of Cook and State of Illinois the day and year last aforesaid.

(NOTARY SEAL)

  
Notary Public

My Commission Expires: \_\_\_\_\_



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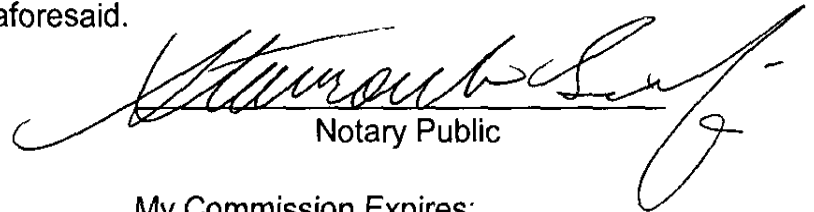
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I HEREBY CERTIFY that on this 3rd day of March, 2003, before me personally appeared John D. Papier, the Associated Managing Director.  
(Name) (Title)

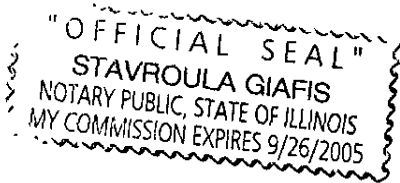
of The PrivateBank and Trust Company, to me known to be the same person who signed the foregoing instrument as his/her free act and deed as such officer for the use and purpose therein mentioned, and that the said instrument is the act and deed of said bank.

WITNESS my signature and official seal at Chicago in the County of Cook and State of Illinois the day and year last aforesaid.

(NOTARY SEAL)

  
Notary Public

My Commission Expires: \_\_\_\_\_



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## EXHIBIT "A"

### Legal Description

PARCEL 1: UNIT 2151-1 IN BUCKTOWN FLATS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1, 2, 3 AND 4 IN BLOCK 10 IN SHERMAN'S ADDITION TO HOLSTEIN IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0020607033, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: UNIT 2021-1 IN BUCKTOWN FLATS CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE REAL ESTATE DESCRIBED IN PARCEL 1 ABOVE.

PARCEL 3: UNIT 2013-1 IN BUCKTOWN FLATS CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE REAL ESTATE DESCRIBED IN PARCEL 1 ABOVE.

PARCEL 4: UNIT 2015-1 IN BUCKTOWN FLATS CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE REAL ESTATE DESCRIBED IN PARCEL 1 ABOVE.

PARCEL 5: UNIT 2019-1 IN BUCKTOWN FLATS CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE REAL ESTATE DESCRIBED IN PARCEL 1 ABOVE.